

MAR 25 11 12 AM '97

This Instrument Prepared by and Return to:
John Andre Chiapella, Esq.
860 Ridge Lake Blvd., Suite 360
Memphis, TN 38120

BK 894 PG 722
W.E. DAVIS CH. CLK.

ASSIGNMENT OF NOTE AND DEED OF TRUST

THIS AGREEMENT, made on this the 14th day of February, 1997, by Larry W. Bright, Personal Representative of the Estate of William Wesley Bright, docket no. B-25867 in the Probate Court of Shelby County, Tennessee ("Assignor"), to Laura V. Bright, Trustee of the Laura V. Bright Revocable Trust ("Assignee");

WITNESSETH:

That for and in consideration of the sum of Ten Dollars (\$10.00) cash in hand paid, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Assignor does hereby bargain, sell, assign, transfer, and set over unto Assignee, without recourse and without warranty, express or implied (except as hereinafter specifically set out), all of its right, title and interest in and to the following:

1. That certain Promissory Note ("Note"), bearing date of the 20th day of July, 1987, in the principal sum of Thirty Five Thousand Eight Hundred Twenty-five Dollars (\$35,825.00), being payable to the order of Wesley Bright at 1891 Hidden Oaks, Germantown, Tennessee, 38138, or at such other place as the holder may designate in writing, being executed by Gerald G. Young and Carolyn L. Young and being given to evidence the indebtedness secured by the Deed of Trust hereinafter described;

2. That certain Deed of Trust ("Deed of Trust"), as recorded in Plat Book 409, page 478 in the office of the Chancery Court of DeSoto County, Mississippi, bearing date of the 20th day of July, 1987, executed by Gerald G. Young and Carolyn L. Young for the purpose of securing the payment of any and all indebtedness to Wesley Bright, then existing or thereafter arising, including the Note described in paragraph #1 hereinabove, reference being here made to said Deed of Trust for a particular description of the interests thereby conveyed.

Assignor covenants with and warrants to Assignee that Assignor is the Personal Representative of the Estate of William Wesley Bright, that Assignor has a good right to sell and convey the same; that it has no knowledge of any defenses, counterclaims, or offsets to the respective obligations of the parties contained in the various instruments and documents described herein; that the unpaid principal balance of the Note, plus accrued interest as of William Wesley Bright's death was Ten Thousand Two Hundred Sixty Dollars (\$10,260.00) and that all payments of principal and interest have been paid thereon to the 15th day of January, 1997.

Assignor further covenants and agrees to promptly execute and deliver all further instruments and documents, and take all further action, that may be necessary or desirable, or that the Assignee may request, in order to (i) perfect and protect all liens and security interests assigned hereby; (ii) enable the Assignee to exercise and enforce its rights and remedies as to the collateral under the Deed of Trust; and (iii) otherwise effect the purposes of this Assignment.

IN WITNESS WHEREOF, Larry W. Bright, Personal Representative of the Estate of Larry W. Bright, has executed this instrument, by its duly authorized officers, on this the day and year first above written.

William Wesley Bright Estate

By: *Larry W. Bright*
Larry W. Bright
Personal Representative

STATE OF TENNESSEE)
COUNTY OF SHELBY)

Before me, the undersigned, a Notary Public within and for said County and State, duly commissioned and qualified, personally appeared Larry W. Bright, with whom I am personally acquainted (or proved to me on the basis of satisfactory evidence), and who, upon his oath acknowledged himself to be, the Personal Representative of the Estate of William Wesley Bright, and that he, as such Personal Representative, being duly authorized so to do, executed the foregoing instrument for the purposes therein contained.

WITNESS my hand and Notarial Seal at office, this 14th day of February, 1997.

Charlotte Peterson
Notary Public

My commission Expires:

8/13/97

